

the jurisdiction, as well as local vs. toll distinction, of the traffic. Such factors shall be supported by call record details that will be made available for review upon request. Both Parties are responsible for maintaining applicable call record detail. If a Party is not properly receiving the information, it must notify the Party passing CPN in a prompt fashion. Where a Party is passing CPN but the receiving Party is not properly receiving or recording the information, the Parties shall cooperatively **work to correctly** identify the traffic, and establish a mutually agreeable mechanism that will prevent improperly rated traffic. Notwithstanding this, if any improperly rated **traffic occurs**, the Parties agree to **reconcile it**. Any amounts in dispute shall be resolved pursuant to Section 37.2 (Dispute Resolution).

6.5. Call Detail Provisioning

6.5.1 The Parties shall provide the relevant call detail on at least a twice monthly basis. A Party shall honor a written request to increase the frequency as the volume of call detail increases. Should a Party make such a request, the other Party shall respond within three (3) weeks to address the request and shall comply, where technically feasible, within six (6) weeks of the request.

6.5.2 For Wholesale Services, alternatively billed **calls**, operator services and 800 traffic, the call detail recipient agrees to give the call detail provider **notification** within **two** weeks of receipt of data of any discrepancy uncovered, including but not limited to unusable data or data that falls outside of the parameters established by historic averages. Within five (5) business days of receipt of such **notification** from the call detail recipient, the call detail provider will furnish **correct** data or notify the call detail recipient that a root cause analysis will be conducted by the call detail provider. The results of the root cause analysis shall be furnished to the call detail recipient within the subsequent ten (10) business days. If the results demonstrate either an isolated or systemic problem **with the provision of accurate** call detail information, the call detail provider shall take all steps necessary to **correct** the problem within twenty (20) business days (e.g. provide, where available, all relevant call detail and implement procedures to insure that systemic problems are corrected.) Within this same time, the call detail recipient shall use all **commercially** reasonable efforts to determine if the cause of the problem is internal to the call detail recipient's network.

6.5.3 No further action will be required of either Party if the call detail provider **is** unable to provide the call detail recipient with the **correct** data within the time period specified in Subsection 6.5.2. and the call detail provider **is** unable to render a bill to the call detail recipient for usage relating to such data,

6.5.4 In the event that (a) the call detail provider fails to take corrective action as required by Subsection **6.5.2**, or (b) if the call detail provider is unable to provide the call detail information to the call detail recipient as a result of the call detail provider's gross negligence or willful misconduct, and a bill for such usage is issued by the call detail provider, the call detail recipient may seek to withhold payment of the bill and contest its obligation to pay such amounts pursuant to the terms of Section **37.2** of this Agreement (except for Wholesale Services billing disputes, which shall be governed by the provisions of Section **16.7** of this Agreement). Notwithstanding the call detail provider's inability to provide call detail information to the call detail recipient, the call detail recipient shall use reasonable efforts in accordance with industry practice to attempt to bill and collect for such calls from its Customer. In addition, the call detail recipient shall pay the call detail provider for usage to the extent the call detail recipient is able to collect such amounts from its Customer.

6.6 The Parties shall provide invoices and bills as follows:

6.6.1. The Parties shall provide monthly invoices in an industry standard format, unless otherwise agreed to by the parties. If the Parties elect an alternative billing format they shall establish that format within forty-five (45) Days of such election. The Parties shall also provide, when necessary, call detail as set forth in Subsection 6.5 above.

6.6.2. If a Party cannot provide a monthly invoice (the 'Invoice') within ninety (90) Days of usage of a service or the provision of a element or a facility, that Party (the 'Billing Party') shall notify the other Party (the 'Billed Party') and shall use best efforts to submit a statement (the 'Estimated Bill') that is a reasonable estimate of such usage within one-hundred twenty (120) Days of usage of a service or provision of an element or facility. The Estimated Bill will be clearly marked as an Estimated Bill, that the same is being provided by the Billing Party to the Billed Party for information purposes only and that the Billed Party has no obligation to pay the Estimated Bill. If the Billing Party provides an Invoice after 120 Days of usage of a service or the provision of an element or facility the Billing Party shall, to the extent requested by the Billed Party, furnish the necessary backup and support for the Invoice. The Billing Party shall provide such information at the time the Billed Party makes such request, or if such backup or support information is not readily available as soon thereafter as reasonably possible. If the amount of the Invoice is 50 percent (50%) or more above the amount of the Estimated Bill, the Billed Party shall have seventy-five (75) Days from the date of the Invoice to pay the Invoice without incurring late payment charges. Notwithstanding any language in this Section 6.6.2 to the contrary, nothing in this section shall limit or otherwise constitute a waiver of either Party's rights under applicable Law.

6.6.3. The Parties shall cooperate to facilitate the exchange of electronic versions of the bills and invoices when facilities are available and functional. Until such time the Parties shall provide the bills and invoices in a hard copy format

6.6.4. At least once a year, and more frequently if requested by either Party (but in no case more frequently than four (4) times a year), ANTC and NYNEX shall review the current invoicing and billing format and shall cooperate in optimizing, and if necessary modifying, the timing, location, format and delivery of the bills and invoices.

6.6.5. The Parties shall specifically set forth on any and all invoices, any credits (and applicable tax refunds) owed to the other Party for that billing period.

6.6.6. The Parties shall specifically set forth on any and all invoices the applicable rate at which the call or service is being billed.

6.6.7. The Parties shall not impose any fee for the above services that is not set forth in the Pricing Attachment or mutually agreed to by the Parties.

6.6.8. The Parties shall provide each other with a designated individual or individuals that can address any billing or invoice problem, question, or potential dispute.

6.6.9. At ANTC's request, NYNEX shall provide the same level of call detail, availability to billing and measurement interfaces and information, and invoice format that NYNEX provides to any other carrier. ANTC may request, and NYNEX must provide, to the extent not proprietary, models of such information and information regarding alternative billing, measurement and call detail options. If there are costs associated with the development and running of such model, including but not limited to software changes to existing programs, NYNEX shall provide ANTC with an estimate of the costs prior to developing the model and ANTC shall have the option of retracting its request

6.7. Sections 6.5 and 6.6 (except for Subsection 6.6.9) shall remain in effect and enforceable after the termination of this Agreement for any traffic or usage prior to the termination of the Agreement or period covered by Subsection 27 of the Agreement.

6.8 The Parties shall have audit rights as set forth in Section 40 for all billing and performance measurement reporting.

7.0 RECIPROCAL COMPENSATION ARRANGEMENTS - SECTION 251(b)(5)

7.1 Reciprocal Compensation only applies to the transport and termination of Reciprocal Compensation Traffic billable by NYNEX or ANTC which a Telephone Exchange Service Customer originates on NYNEX's or ANTC's network for termination on the other Party's network, and such other traffic as the FCC may designate or allow, except as provided in Section 7.6 below.

7.2 The Parties shall compensate each other for transport and termination of Reciprocal Compensation Traffic in an equal and symmetrical manner at the rate provided in the Pricing Attachment. This rate is to be applied at the A-IP for traffic delivered by NYNEX, and at the N-IP for traffic delivered by ANTC. No additional charges, including port or transport charges, shall apply for the termination of Reciprocal Compensation Traffic delivered to the A-IP or the N-IP. When Reciprocal Compensation Traffic Calls are terminated over the same trunks as Switched Exchange Access Service, any port or transport or other applicable access charges related to the Switched Exchange Access Service shall be prorated to be applied only to the Switched Exchange Access Service.

7.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service, InterLATA Service or to any IntraLATA calls originated on a third party carrier's network on a 1+ presubscribed basis or a casual dialed (10XXX or 101XXXX) basis. All Switched Exchange Access Service and all InterLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

7.4 The rates for termination of Reciprocal Compensation Traffic are set forth in the Pricing Attachment.

7.5 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 19 shall be as specified in Section 19.6.

7.6 When either Party delivers seven (7) or ten (10) digit translated IntraLATA 800/888 service to the other Party for termination, the originating Party shall provide the terminating Party with billing records in industry standard format (EMR) if required by the terminating Party. When the originating Party provides the record, the originating Party may bill its record provisioning charge. The originating Party may bill the terminating Party for the delivery of the traffic at local Reciprocal Compensation rates. The terminating Party may not bill the originating Party Reciprocal Compensation under this Agreement. The Party that

is providing the 800/888 service shall pay the database inquiry charge per the Pricing Attachment to the Party that performed the database inquiry.

7.7 The provisions set forth herein are subject to and conditioned on the provisions set forth in Sections 37 (Dispute Resolution) and 40 (Audit Rights).

8.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO SECTION 251(c)(2)

8.1 Scope of Traffic

Section 8 generally prescribes parameters for certain trunk groups ('Access Toll Connecting Trunks') to be established over the interconnections specified in Section 4 for the transmission and routing of Exchange Access traffic between ANTC Telephone Exchange Service Customers and IXCs.

8.2 Trunk Group Architecture and Traffic Routing

8.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to each Party's Customers (i.e. each Party shall share equally in the responsibilities, costs and obligations associated with establishing Access Toll Connecting Trunks).

8.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow the Parties' Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to either Party's Access Tandem.

8.2.3 The Access Toll Connecting Trunks shall be two-way trunks, and operated as one-way or two-way as mutually agreed by both Parties, connecting an End Office Switch utilized to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an Access Tandem Switch utilized to provide Exchange Access in such LATA.

8.3 Meet-Point Billing Arrangements

8.3.1 Where ANTC has its own end office switch and NYNEX provides the tandem switch, meet point billing between the Parties for jointly-provided Switched Exchange Access Services on Access Toll Connecting Trunks will be provided as follows: (this does not apply in instances where ANTC resells NYNEX Services, purchases unbundled local switching from NYNEX, or in cases where an alternate tandem provider is involved)

(a) The Parties agree to exchange all data necessary to effect Meet-Point Billing on no less than a monthly basis, providing the prior month's data, in a format in accordance with industry ordering and billing guidelines. Each Party will designate where the other Party shall send the required data.

(b) The Parties agree to a 'multiple bill, multiple tariff' approach in which each Party presents separate bills to third party toll carriers and each Party applies rates for *its* portion of the services from its *own* tariff. The Parties may agree to a 'single bill, multiple tariff' approach at a later date.

(c) Except as noted in Subsection **8.3.2**, the Parties agree that ANTC will be responsible for billing the connecting third party toll carriers on all jointly-provided traffic (as defined in this Section) the following access charges:

- (i) Carrier Common Line;
- (ii) Local Switching; and
- (iii) One Local Transport Termination

per ANTC's applicable tariffs. The Parties further agree that NYNEX ~~will~~ be responsible for billing all other Local Transport, Tandem Switching, and Entrance Facility access charges per its applicable ~~tariffs~~. Any other applicable charges not outlined in Subsections **8.3.1** or **8.3.2** shall be billed and received as agreed upon by the Parties. If either the FCC or the PSC restructures access in a manner that affects this Meet-Point Billing arrangement, the parties shall negotiate in good faith to ensure that the terms and conditions of this Agreement and the intent of the Parties is preserved.

(d) All revenues billed by each Party pursuant to this Section shall be retained by the billing Party.

8.3.2 Until and unless changed by ~~the~~ FCC, on a going forward basis, ANTC shall retain one hundred percent (100%) of the Transport Interconnection Charge/~~Residual~~ Interconnection Charge in instances in which ANTC provides the End Office switching.

8.3.3 Record charges, which are assessed per record provided to enable access billing, are to be reciprocally charged by the Parties **as** applicable. These charges are outlined in the Pricing Attachment

9.0 TRANSPORT AND TERMINATION OF INFORMATION SERVICES TRAFFIC

The Parties agree that ANTC may elect when technically feasible either a bundled or an unbundled billing arrangement applicable either to Mass Service Announcements or applicable to variable rated Information Services.

9.1. Bundled Information Provider ("IP") Billing Arrangement

9.1.1 Routing and Provisioning. Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network. Where ANTC uses its own network facilities, ANTC will establish a dedicated trunk group to the NYNEX information services tandem switch. This trunk group will be utilized to allow ANTC to route Information Service Traffic originated on its network to NYNEX. ~~Where ANTC~~ utilizes the NYNEX network through the purchase of unbundled network elements, Information Service Traffic may be routed over NYNEX information service trunks on a shared basis.

9.1.2 Information Mass Announcement Services (e.g. '976 calls). This section is based on the existing regulatory structure per New York State P.S.C. No. 900 tariff, Section 13 G.

a) For Information Mass Announcement Service, the Party ('Originating Party') on whose network the Information Services Traffic originated shall bill and collect such Information Provider charges and remit an amount equal to such charges to the Party (Terminating Party) to whose information platform the Information Service Traffic terminated ~~less~~ the Information Service Billing and Collection fee set forth in the Pricing Attachment. The Terminating Party may bill the Originating Party for such charges. The Originating Party shall pay the Terminating Party in full regardless of uncollectible items. This shall apply whether the Originating Party uses its own network or utilizes the other Party's network through the purchase of unbundled network elements.

b) Upon request, the Party ('Originating Party') on whose network the Information Service Traffic originated shall provide via electronic file transfer or magnetic tape or whatever means mutually agreed to and readily available to the Parties all recorded call detail information to the Party (Terminating Party) to whose information platform the Information Service Traffic terminated, at the standard price for record transmission. This data shall be in unrated EMR format per OBF/Belcore standards.

9.1.3 Variable Rated Information Services.

a) The Party ('Originating Party') on whose network the Information Service Traffic originated shall provide via electronic file transfer or magnetic tape or other means as available all recorded call detail information to the Party ('Terminating Party') to whose information platform the Information Service Traffic terminated, at the standard price for record transmission. This data shall be in unrated EMR format per ~~OBF/Bellcore~~ standard. This shall apply whether the Originating Party uses its own network or utilizes the other party's network through the purchase of unbundled network elements.

b) The Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape or whatever means mutually agreed to and readily available to the Parties all necessary information to bill the Information Service Traffic to the Originating Party's Customers pursuant to the Terminating Party's agreements with each Information Provider, at the standard price for record transmission. Information shall be provided in as timely a fashion as practical in order to facilitate record review and reflect actual prices set by the individual Information Providers. This data will consist of the EMR records previously delivered by the Originating Party, returned to the originating Party in rated format where possible, or with appropriate indicators populated on error messages. No Billing and Collection fees will be applied to error messages. No taxes will be calculated or paid on the Originating Party's traffic.

c) The Originating Party shall bill and collect such Information Provider charges and remit the amounts collected to the Terminating Party less:

(i) The Information Services Billing and Collection fees set forth on the Pricing Attachment; and

(ii) Customer adjustments provided by the Originating Party. Adjustments are made for ~~subscriber-priced~~ traffic only..

d) The Terminating Party shall calculate these charges and bill them to the Originating Party for remittance.

e) The Originating Party shall provide to the Terminating Party sufficient information regarding ~~uncollectibles~~ and customer adjustments. The Terminating Party shall pass through the adjustments to the Information Provider. However, if the Information Provider disputes such adjustments and refuses to accept such adjustments, the Originating Party shall reimburse the Terminating Party for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the Information Provider.

9.2 Unbundled IP Billing Arrangement

9.2.1 Routing and Provisioning. Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network. Where ANTC uses its own network facilities, ANTC will establish a dedicated trunk group to the NYNEX information services tandem Switch. This trunk group will be utilized to allow ANTC to route Information Service Traffic originated on its network to NYNEX. Where ANTC utilizes the NYNEX network through the purchase of unbundled network elements, Information Service Traffic may be routed over NYNEX information service trunks on a shared basis.

9.2.2 Information Mass Announcement Services (e.g. '976' calls). This section is based on the existing regulatory structure per New York State P.S.C. No. 900 tariff, Section 13 G.

a) For Information Mass Announcement Service, the Party ("Originating Party") on whose network the Information Services Traffic originated shall bill and collect such Information Provider charges and remit an amount equal to such charges to the Party ("Terminating Party") to whose information platform the Information Service Traffic terminated less the Information Service Billing and Collection fee set forth in the Pricing Attachment. The Terminating Party may bill the Originating Party for such charges. The Originating Party shall pay the Terminating Party in full regardless of uncollectible items. This shall apply whether the Originating Party uses its own network or utilizes the other Party's network through the purchase of unbundled network elements.

b) Upon request, the Originating Party shall provide via electronic file transfer or magnetic tape or whatever means readily available to the Parties all recorded call detail information to the Terminating Party at the standard price for record transmission. This data shall be in unrated EMR format per OBF/Bellcore standard.

9.2.3 Variable Rated Information Services.

a) The Terminating Party shall charge the Originating Party \$.03 per minute of use for switching access. These charges shall be calculated by the Terminating Party and billed to the Originating Party. These charges shall apply whether the Originating Party uses its own network or utilizes the other Party's network through the purchase of unbundled network elements. End user customer adjustments shall not apply to these charges.

b) Upon request from the Originating Party, the Terminating Party shall make available its Rating Service at a charge of \$0.03 per message

plus a fifteen thousand dollar (\$15,000) non-recurring charge. Under Rating Service, the Originating Party shall provide to the Terminating Party via electronic file transfer or magnetic tape or whatever means readily available to the Parties recorded call detail information in unrated **EMR** format per OBF/Belcore standard; the Terminating Party shall rate such calls placed by the Originating Party's Customers and terminating to Information Provider services **contracted** with the Terminating Party, according to the rates established by such Information Providers. The Terminating Party shall then return the call records to the Originating Party, in rated format where possible, or with appropriate indicators populated on **error** messages. The Rating Service fee will be applied to all messages. In addition to the charges for Rating Service, standard charges **will** be made by the Terminating Party for the transmission and delivery of such records and files. The Terminating Party will not bill and collect for such rated calls. The Terminating Party will not calculate or pay taxes for such rated calls.

c) Alternatively, at the Originating Party's option, it may purchase a rating table from the Terminating Party at the rate set forth in the Pricing Attachment.

d) The Originating Party is responsible for all payments due the Information Providers to whose programs that Party's Customer places calls, and other obligations and relationships with **such** Information Providers.

e) Resolution regarding all customer adjustments shall **be** solely between the Originating Party and the Information Provider.

9.3 Blocking. Nothing in this Agreement shall restrict either **Party** from offering to its Exchange Service Customers the ability to block the **completion of** Information Service Traffic, whether Information Mass Announcement Services or Variable Rated Information Services.

9.4 Billing and Usage Specifications. The Parties shall adopt an Information Provider Usage and Billing Specification Agreement prior to implementation **of this** billing arrangement **With** the mutual consent of **both** Parties, the Information Provider Usage and Billing Specification Agreement may be modified in the future.

10.0 TANDEM TRANSIT SERVICE

10.1 Transit Services

10.1.1 'Transit Service' means the delivery of certain traffic between ANTC and a LEC other than NYNEX by NYNEX over the Traffic Exchange Trunks. The following traffic types will be delivered: (i) Local Traffic or

IntraLATA Toll Traffic originated from ANTC to such LEC and (ii) Local Traffic or IntraLATA Toll Traffic originated from **such** LEC and terminated to ANTC where NYNEX carries **such** traffic pursuant to the PSC's primary toll carrier plan or other similar plan.

10.1.2 Subject to Section 10.1.3, the Parties shall compensate each other for Transit Service as follows:

- (a) ANTC shall pay NYNEX for Local Traffic and IntraLATA toll traffic ANTC originated over the Transit Service at the rate specified in the Pricing Attachment plus any additional charges or **costs** such terminating LEC imposes or levies on NYNEX for the delivery or termination of such traffic, including any InterLATA or IntraLATA switched access charges. NYNEX shall pass through any additional direct charges or **costs** imposed or levied by the terminating LEC without a mark-up of such **costs**.
- (b) NYNEX shall pay ANTC for Local, and IntraLATA Toll Traffic terminated to ANTC from such LEC at the appropriate reciprocal compensation rates described in Section 7, or (where NYNEX delivers such traffic pursuant to the PSC's primary toll carrier plan or other similar plan) at **ANTC's** applicable switched access rates or local termination rate, whichever is appropriate.

10.1.3 While the Parties agree that it is the responsibility of a LEC to enter into arrangements to deliver Telephone Exchange Service Traffic to ANTC, they acknowledge that such arrangements are not **currently** in place and an interim arrangement **is** necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such LEC to deliver Telephone Exchange Service Traffic to ANTC or (ii) one hundred and eighty (180) Days after the Interconnection Activation Date, NYNEX will deliver and ANTC will terminate Telephone Exchange Service Traffic originated from such LEC without charge to one another.

10.1.4 NYNEX expects that all networks involved in Transit Service will deliver each call to each involved network with CCIS and **the** appropriate TCAP message to facilitate full interoperability of those **services** supported by NYNEX as noted in Section 1.1.13 and billing functions. In all cases, both NYNEX and ANTC are responsible for following the Exchange Message Record ("EMR") standard and for exchanging records with each other and with the terminating LEC to facilitate the billing process to the originating network.

10.1.5 For purposes of this Section 10.1, NYNW agrees that it shall ~~make available~~ to ANTC, at ANTC's sole option, any transiting arrangement NYNW offers to another LEC at the same rates, terms and conditions provided to such other LEC.

10.2 Dedicated Transit Service

10.2.1 "Dedicated Transit Service" provides for the dedicated connection between an ANTC collocation arrangement established pursuant to applicable tariffs ~~and/or~~ license agreements at a NYNM premises and a collocation arrangement of a third party carrier that maintains a collocation arrangement at the same premises. Dedicated Transit Service shall be provided using a ~~cross-connection~~ (dedicated connection) using suitable NYNM-provided cable ~~or~~ transmission facilities or any other mutually agreed upon arrangement.

10.2.2 The carrier requesting the Dedicated Transit Service shall be the customer of record for both ends of the service in ~~terms of~~ ordering, provisioning, maintenance, and billing. Applicable rates shall ~~be~~ as set forth in the Pricing Attachment. Alternative arrangements may be utilized if agreed upon by all three parties. Such agreement shall not be unreasonably withheld.

11.0 911/E911 ARRANGEMENTS

11.1 ANTC will ~~interconnect~~ to the NYNEX 911/E911 selective router/911 tandems which serve the areas in which ANTC provides Exchange Services, for the provision of 911/E911 services and ~~for access~~ to all ~~sub-tending~~ Public Safety Answering Points ('PSAPs'). NYNEX will provide ANTC with the appropriate CLLI codes and specifications ~~of~~ the tandem serving area.

11.2 Path and route diverse interconnections for 911/E911 shall ~~be~~ made at ~~the~~ A-IP, the N-IP, or other points as necessary and mutually agreed.

11.3 NYNEX will provide ANTC with an electronic interface through which ANTC shall input and provide a daily update ~~of~~ 911/E911 database information related to appropriate ANTC Customers. NYNEX will provide ANTC with the Master **Street** Address Guide ('MSAG'), updated on a regular basis, ~~so~~ that ANTC can ensure ~~the accuracy of~~ the data transfer. Additionally, NYNEX shall assist ANTC in identifying the appropriate person in each ~~municipality~~ for the purpose ~~of~~ obtaining the ~~ten-digit~~ Subscriber number ~~of~~ each **PSAP**.

11.4 NYNEX and ANTC will use their best **efforts to** facilitate the prompt, robust, reliable and ~~efficient~~ interconnection ~~of~~ ANTC systems to ~~the~~ 911/E911 platforms.

11.5 NYNEX and ANTC will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the **911/E911** arrangements.

11.6 ANTC will compensate NYNEX for connections to its **911/E911** System pursuant to the Pricing Attachment.

11.7 The Parties will comply with all applicable rules and regulations pertaining to the provision of **911/E911** services in the State of New York

12.0 JOINT GROOMING PLAN

12.1 ANTC and NYNEX shall jointly develop a Joint Grooming Plan which defines and details, among other things, the information and requirements as set forth in Sections **12.2 - 12.6** herein. Given the fact that ANTC is currently operating in several LATAs in New York State, the Parties shall execute an initial Joint Grooming Plan on or before three **(3)** months from the Effective Date of this Agreement. The Parties shall comply with all requirements set forth in the Joint Grooming Plan

12.2 The Parties shall implement Physical Architecture consistent with the guidelines defined in Section 4 and the terms and conditions set forth in the Joint Grooming Plan.

12.3 The Parties shall establish standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to and on parity with the interoffice trunks within NYNEX's network and in accord with the Joint Grooming Plan and all appropriate relevant industry-accepted quality, reliability and availability standards.

12.4 The Parties shall meet their respective duties and responsibilities with respect to the administration and maintenance of the trunk groups, including but not limited to standards and procedures for notification and discoveries of trunk disconnects established in the Joint Grooming Plan.

12.5 The Parties shall implement mutual aid and network management provisions in accordance with the terms and conditions set forth in the Joint Grooming Plan.

12.6 The Parties shall set forth in the Joint Grooming Plan a procedure for escalating any emergency or urgent matters and personnel that can be reached to address such matters on a **7 x 24** hour basis when appropriate.

12.7 If the Parties are unable to develop or finalize any terms or conditions as required by this Section or the Joint Grooming Plan, the parties

shall refer such disputes to the appropriate official in the Parties' operational organizations for resolution. If the Parties are unable, within twenty (20) Days of a referral, to resolve the subject dispute, all arbitrable issues shall be resolved pursuant to the procedures set forth in Attachment ADR.

13.0 INSTALLATION, MAINTENANCE, TESTING, REPAIR AND OPERATIONS SUPPORT SYSTEMS.

13.1 Installation, Maintenance, Testing and Repair. NYNEX shall meet the standard intervals set forth in Attachment SQ, as may be modified by the PSC in the Service Quality Proceeding.

13.2 Where applicable, ANTC shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify NYNEX of its inability to do so and will negotiate such intervals in good faith.

13.3 The Parties will carefully review the Network Reliability Council's recommendations and implement them where technically and economically feasible pursuant to the NYPSC Order released 12/2/96 in Case 96-C-0917.

13.4 If either Party requests or approves the other Party's technician to perform services in excess of or not otherwise contemplated by the Line Connection Charge, either Party may charge the other Party for any additional and reasonable labor charges to perform such services at hourly rates as listed in the Pricing Attachment of this Agreement.

13.5 If, as the result of a Telecommunications Carrier Not Ready ("TCNR"), NYNEX cannot complete requested work activity when a technician has been dispatched to the site on Company Premises ("Dispatch In") or off Company Premises ("Dispatch Out"), ANTC will be assessed a non-recurring charge associated with this visit. This charge will be either a TCNR-Dispatch In charge or a TCNR-Dispatch Out charge as specified in the Pricing Attachment of this Agreement.

13.6 Maintenance of Unbundled Network Elements

13.6.1 If (i) ANTC reports to NYNEX a Customer trouble, (ii) ANTC requests a dispatch, (iii) NYNEX dispatches a technician, and (iv) such trouble was not caused by NYNEX's facilities or equipment in whole or in part, then ANTC shall pay NYNEX a Trouble Dispatch-Misdirect charge as specified in the Pricing Attachment of this Agreement. ANTC accepts responsibility for initial trouble isolation and providing NYNEX with appropriate dispatch information based on their test results. If, as the result of ANTC instructions, NYNEX is

erroneously requested to dispatch within a NYNEX Central Office or to a POT Bay ('dispatch in'), a non-recurring charge, as specified in the Pricing Attachment, per occurrence will be assessed to ANTC by NYNEX. If, as the result of ANTC instructions, NYNEX is erroneously requested to dispatch out, a charge as specified in the Pricing Attachment shall be assessed to ANTC by NYNEX. An additional non-recurring charge (specified in the Pricing Attachment) will apply when intervals shorter than those provided for normal service are requested. **NYNEX** shall respond to ANTC's trouble reports on a nondiscriminatory basis consistent with the manner in which it provides service to its own retail customers or any other Telecommunications Carrier.

13.6.2 If ANTC requests a dispatch and **NYNEX** dispatches a technician and the reported trouble was caused, in whole or in part, by **NYNEX's** facilities or equipment, ANTC shall not be responsible for labor or maintenance charges associated with such dispatch.

13.7 If NYNEX files and the PSC approves rates for the above services in Section 13, then those rates will apply.

14.0 UNBUNDLED LINKS

NYNEX shall provide Links, subject to technical feasibility, as indicated below:

14.1 Local Link Transmission Types

Subject to Section 14.5, NYNEX shall allow ANTC to access the following Link types (in addition to those Links available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 14.

14.1.1 **"2-Wire Switched Analog Voice Grade Links"** or 'Analog 2W ("SVGAL") which support analog transmission of 300-3000 Hz, repeat link start, link reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Links sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines.

14.1.2 **"4-Wire Switched Analog Voice Grade Links"** or 'Analog 4W ("SVGAL") which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.

14.1.3 **"2-Wire ISDN Digital Grade Links"** or **"BRI ISDN"** which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps

data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network ("BRI-ISDN") Link which will meet national ISDN standards and conform to ANSI T1.601-1992 & T1E1.4 90-004R3.

14.2 ADSL and HDSL

14.2.1 The Parties acknowledge that ADSL is not currently deployed for use in the NYNEX network. NYNEX is conducting a technical trial to test ADSL technology. NYNEX will share ~~its~~ interim findings and conclusion and consult with ANTC regarding the issues related to deploying ADSL in NYNEX's network. If the issues surrounding deployment of ADSL in NYNEX's network are satisfactorily resolved and ADSL is deployed, NYNEX shall allow ANTC to access **ADSL** Links unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 14.

14.2.2 **'2-Wire ADSL-Compatible Link' or 'ADSL 2W'** is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. **An ADSL-2W is provided over a 2-wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the NYNEX Central Office frame. ADSL technology can only be deployed over Links which extend less than 18 Kft. from NYNEX's Central Office. ADSL compatible Links are only available where existing copper facilities can meet the ANSI T1.413-1995-007R2 specifications.**

14.2.3 **'2-Wire HDSL-Compatible Link' or 'HDSL 2W'** is a transmission path which facilitates the transmission of a 768 Kbps digital signal over a 2-wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28 / T1E1.4/92-002R3. HDSL compatible Links are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

14.2.4 **'4-Wire HDSL-Compatible Link' or 'HDSL 4W'** is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Links are available only where existing copper facilities can meet the specifications.

14.2.5 HDSL and ADSL compatible links will be offered on the terms and conditions specified herein, including terms in applicable tariffs so long as they are not inconsistent with the terms and conditions set forth herein. NYNEX

shall make such links available to ANTC at rates approved by the PSC, as amended from time to time, or as agreed by the Parties

14.3 NYNEX shall provide ANTC access to its unbundled Links at each of NYNEX's Wire Centers. In addition, if ANTC requests one or more Links serviced by Integrated Digital Link Carrier or Remote Switching technology deployed as a Link concentrator, NYNEX shall, where available, move the requested Link(s) to a spare, existing physical Link at no charge to ANTC. If, however, no spare physical Link is available, NYNEX shall within three (3) business days of ANTC's request notify ANTC of the lack of available facilities. ANTC may then at its discretion make a Network Element Bona Fide Request to NYNEX to provide the unbundled Link through the demultiplexing of the integrated digitized Link(s). ANTC may also make a Network Element Bona Fide Request for access to unbundled Links at the Link concentration site point. Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 14.5 and the Performance Interval Dates and Performance Criteria set forth in Section 33 shall not apply to unbundled Links provided pursuant to a Network Element Bona Fide Request under this Section 14.3.

14.4 If ANTC orders a Link type and the distance requested on such Link exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges shall apply as set forth on the Pricing Attachment. Parties agree that full technical solutions may not be available for HDSL and ADSL for these arrangements at the signing of this Agreement, but will make a good faith effort to implement such solutions.

<u>Link Type</u>	<u>Technical Reference/Limitation</u>
Electronic Key Line	25 miles
ISDN	Bellicore TA-NWT-000393
HDSL 2W	T1E I Technical Report Number 28
HDSL 4W	T1E I Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

14.5 Provisioning of Unbundled Links

The following coordination procedures shall apply for new unbundled Links and the conversions of 'live' Telephone Exchange Services to unbundled Links (herein after referred to as 'hot cuts'):

14.5.1 ANTC shall request unbundled Links from NYNEX by delivering to NYNEX a valid electronic Local Service Request ("LSR") using the NYNEX electronic ordering platform (as cooperatively designed and

implemented to meet the minimum requirements for information exchange needed to order and provision services to certified local exchange carriers and enhanced to support industry standards as developed for interconnection services) or another mutually agreed upon system. Within two (2) business days of NYNEX's receipt of an LSR, NYNEX shall provide ANTC the Firm Order Commitment ('**FOC**') date according to the applicable Performance Interval Dates set forth in Attachment SQ by which the Link(s) covered by such Service Order will be installed.

14.5.2 NYNEX agrees to accept from ANTC at the time the **LSR** is submitted for scheduled conversion of hot ~~cut~~ unbundled Link orders, a desired date and time (the 'Scheduled Conversion Time') in the '**AM**' (12:01 a.m. to 12:00 noon) or '**PM**' (12:01 p.m. to 12:00 midnight) (as applicable, the 'Conversion Window') for the hot cut

14.5.3 NYNEX shall test for ANTC dial tone at the POT Bay by testing through the tie cable provisioned between the NYNEX main distributing frame and the ANTC expanded interconnection node forty-eight (48) hours prior to the Scheduled Conversion Time.

14.5.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may **contact** the other Party and unilaterally designate a new Scheduled Conversion Time (the 'New Conversion Time'). If the **New** Conversion Time is within the Conversion Window, **no** charges shall be assessed on or waived by **either** Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

- (a) If NYNEX requests the New Conversion Time, the applicable damages as specified in Section 33.7.1.1 (as modified by the provisions of Sections 33.1 and 33.2) shall apply.
- (b) If ANTC requests the New Conversion Time, ANTC shall be assessed a charge equal to twenty five percent (**25%**) of the applicable non-recurring charges for the first request, thirty five percent (35%) of the applicable non-recurring charges for the **second** request, and forty percent (40%) for the third request (as modified by the provisions of Sections 33.1 and 33.2).

14.5.5

- (a) Except as **otherwise** agreed by the Parties for a specific conversion such as large **cutovers** of ten (10) lines or more that have been

negotiated, the Parties agree that the time interval expected ~~from~~ disconnection of NYNEX's 'live' Telephone Exchange Service to the connection of an Unbundled Network Element at the Collocation node's POT Bay will be accomplished within a window of time through the end of this Agreement of sixty (60) minutes or **less**. NYNEX will ~~perform~~ the actual physical ~~work~~ per circuit (*i.e.* the ~~cut~~ down of the new ~~cross~~ connect per circuit basis) within five (5) minutes, thereby enabling the end-user (at a minimum) to make out-going **calls**. NYNEX further agrees that the translations work, if required, will be accomplished within the one-hour ~~conversion~~ window, thereby enabling incoming **calls** to be received by the end-user.

(b) If a Conversion exceeds this ~~specified~~ interval and such delay is caused by NYNEX, until the resolution of the Service Quality Proceeding, NYNEX shall pay the applicable damages as specified in Section 33.7.1 .1. Upon the resolution ~~of~~ the Service Quality Proceeding, NYNEX shall pay any liquidated damages specified by the PSC.

(c) If ANTC has ordered INP with the installation of a Link, NYNEX will coordinate the implementation of INP and the Link ~~conversion~~ during the conversion intervals at no additional charge.

14.5.6 ANTC shall access NYNEX's Unbundled Links **specifically** identified in this Agreement via (i) Collocation in accordance with Section 18 at the NYNEX Wire Center where those elements exist and each Link or Port shall be delivered to ANTC's Collocation node by means ~~of~~ a Cross Connection which in the case of Links, is included in the rates set forth in the Pricing Attachment or (ii) via such other alternative **arrangement(s)** as the Parties may mutually agree, or FCC rules, the Act or ~~PSC~~ rules may **otherwise** require NYNEX to allow.

14.5.7 If ANTC requests or approves a NYNEX technician to perform services in excess of or not otherwise contemplated by the Line Connection Service Charge, as specified in the Pricing Attachment of this Agreement, NYNEX may charge ANTC for any reasonable additional labor charge to perform such service. The Line Connection Charge **recovers** those costs incurred ~~when~~ wiring is required in the central **office**.

14.6 Monthly Unbundled Link Charges for New York

14.6.1 The monthly unbundled link rate is as set forth in the Pricing Attachment.

14.6.2 Nothing in this Agreement shall be **construed** to imply that ANTC agrees that the monthly unbundled link **rate(s)** referenced in Section 14.6.1 is a reasonable or appropriate charge for unbundled links.

14.6.3 Links will be offered on the terms and conditions specified herein. NYNEX shall make links available to ANTC at the rates specified in the Pricing Attachment, as subsequently determined by the PSC. During the Term, ANTC shall have the right to any rates established by a decision of the PSC regarding permanent monthly link rates which is issued subsequent to the date of this Agreement (as modified by any rulings by the FCC or appeals ruled upon in any federal or state court of competent jurisdiction).

15.0 OTHER UNBUNDLED NETWORK ELEMENTS

15.1 Availability of Other Network Elements on an Unbundled Basis

(a) NYNEX shall, upon request of ANTC, at any technically feasible point provide to ANTC access to its Network Elements on an unbundled basis for the provision of ANTC's Telecommunications Service. Any request by ANTC for access to a NYNEX Network Element that is not already available shall be treated as a Network Element Bona Fide Request. Network Elements that are available to another Telecommunications Carrier shall be made available to ANTC either (i) through terms and conditions agreed to by the Parties or (ii) in accordance with Attachment BFR. ANTC shall provide NYNEX access to its Network Elements as mutually agreed by the Parties or as required by the Act, PSC or FCC.

(b) ANTC shall access NYNEX's Unbundled Network Elements specifically identified in this Agreement via (i) Collocation in accordance with Section 18 at the NYNEX Wire Center where those elements exist and each Link or Port shall be delivered to ANTC's Collocation node by means of a Cross Connection which in the case of Links, is included in the rates set forth in the Pricing Attachment or (ii) via such other alternative arrangement(s) as the Parties may mutually agree, or FCC rules, the Act or PSC rules may otherwise require NYNEX to allow.

15.2 Unbundled Interoffice Transmission Facilities

During the term of this Agreement NYNEX shall provision and charge for Interoffice Transmission Facilities ("IOF") as set forth in Attachment IOF hereto and under the terms and conditions of this Agreement.

16.0 RESALE - SECTIONS 251(c)(4) and 251(b)(1)

16.1 Except as otherwise provided in this Section 16 or in this Agreement, NYNEX shall offer to ANTC for resale at wholesale rates its local exchange telecommunications services, as described in Section 251(c)(4) of the Act, at the rates set forth in the Pricing Attachment, subject to the terms and conditions of NY PSC Tariff No. 915. ANTC may also obtain at the discount

rates set forth in the Pricing Attachment any volume and discount plan offered to any other reseller (including but not limited to any LSO, special toll, single customer tariff or ICB offered).

16.2 Term and Volume Discounts

Upon request, NYNEX agrees to negotiate term and volume discounts for resold retail services. ANTC may obtain any term and volume discount made available to any other carrier on the same terms and conditions agreed to between that carrier and NYNEX

16.3 Disclosure of ANTC Information to Other Resellers or to NYNEX Retail Marketing Personnel

16.3.1. General Rule - Subject to the following paragraph 16.3.2, and subject to the provisions set forth in Section 36 of this Agreement, neither NYNEX personnel involved in the marketing or sales of services to end user customers, nor other Resellers, will have access to information defined as Proprietary Information under Section 36 of this Agreement provided by ANTC under this Agreement

16.3.2. Exceptions:

(1) Paragraph 16.3.1, above, shall not prohibit the disclosure to any local exchange carrier (including NYNEX or any other carrier) of the fact that a particular end user who was previously a customer of such carrier, is no longer one of its customers.

(2) Paragraph 16.3.1, above, shall not prohibit the use by NYNEX of aggregate data relating to sales to all resellers in a particular geographic area for any legitimate business purpose of NYNEX.

(3) Paragraph 16.3.1, above, shall not preclude the disclosure to NYNEX retail marketing personnel or to other resellers of information pertaining to a reseller's customer where the customer consents to and authorizes such disclosure pursuant to applicable Law.

(4) Paragraph 16.3.1, above, shall not prohibit attempts to sell NYNEX services by NYNEX service technicians or other such operational employees who have access to information relating to specific orders placed by ANTC under this agreement (or other Proprietary Information as defined in Section 36 of this Agreement), so long as:

(a) the employee spends a de minimis amount of his or her time involved in the marketing or sales of NYNEX services,

(b) the employee does not utilize ANTC information in such sales attempt.

(5) In the case of a customer who chooses to switch his/her/its service from a reseller to NYNEX, or to another reseller, Paragraph 16.3.1 above shall not prohibit the disclosure to NYNEX marketing personnel, or to such other reseller, of information necessary to enable NYNEX or such other reseller to assume the account, including the customer's service configuration and Billed Name and Address.

(6) Paragraph 16.3.1 above shall not preclude the disclosure to NYNEX marketing personnel of the identity of the reseller providing service to an end user for the purpose of responding to a question from the end user about the identity of his/her/its service provider.

16.4 Disclosure of Customer information

16.4.1. General Rule - Subject to the following paragraph 16.4.2, NYNEX will not provide information on any end user customer to a reseller without the consent and authorization of such customer.

16.4.2. Exceptions:

(1) if a NYNEX end user subsequently becomes an end user of a reseller, NYNEX will provide the reseller with the ability to access the CSR and all information contained therein to enable it to assume the end user's account, including the customer's service configuration and Billed Name and Address.

(2) Paragraph 16.4.1 above shall not preclude disclosure of information pursuant to industry-wide arrangements for the exchange of information on end user credit histories, consistent with PSC requirements.

16.4.3. Evidence of End User Consent and Authorization. Where NYNEX identifies that end user consent is required for the disclosure of information, NYNEX will obtain consent and authorization from the end user in any manner approved by the PSC.

16.5 If an electronic interface used to exchange information and perform other functions as specified in Section 23 of this Agreement is rendered inoperable, the Parties will comply with the requirements of Section 23.3.

16.6 Alternate Billing to Third Numbers.

16.6.1 Calls on NYNEX resold Lines using NYNEX's Operator Services. The following procedures shall apply for Alternately Billed Calls which are local ~~calls~~ or IntraLATA toll calls carried by NYNEX and originating or terminating over a NYNEX line (a) which has been resold by ANTC pursuant to the terms of this Agreement and (b) for which NYNEX is providing operator and directory assistance services:

16.6.1.1 ANTC Originating Call charged to Customer Served by a NYNEX Line.

In the case of a call which originates from an ANTC Customer being served by a resold line in the NYNEX territory within New York (hereinafter 'ANTC Customer Resold Line') which is charged to a retail Customer served by a NYNEX line including a resold line in NYNEX territory within New York (hereinafter 'NYNEX New York Territory'), NYNEX shall record and process such call, and transmit to ANTC an unrated call record. ANTC shall rate such call for purposes of charging the retail Customer and send such rated record to NYNEX or a resale carrier designated by NYNEX in billable form for billing and collection purposes, at which point ANTC shall have no further responsibility for billing or collecting for such call for NYNEX retail Customers. NYNEX, for NYNEX retail Customers only, shall pay ANTC for such call the billed amount less the billing and collection fee specified in the Pricing Attachment. ANTC shall pay NYNEX for the call at the wholesale discount rate set forth in the Pricing Attachment as billed on the wholesale bill.

16.6.1.2 NYNEX Originating Call charged to ANTC Customer.

In the case of a call which originates from a NYNEX retail Customer within New York and is charged to an ANTC Customer Resold Line, NYNEX shall record and process such call and rate such call for purposes of charging ANTC's Customer. NYNEX shall send such rated record to ANTC in billable form for billing and collection purposes, at which point NYNEX shall have no further responsibility for billing or collecting for such call. ANTC shall pay NYNEX for such call the billed amount less the billing and collection fee specified in the Pricing Attachment.

16.6.1.3 ANTC Originating Call charged to Other Carrier.

In the case of a call which originates from an ANTC Customer Resold Line which is charged to a customer of a third party telecommunications carrier outside of NYNEX New York Territory, NYNEX shall

record and process such call and transmit to ANTC an unrated call record, at which point NYNEX shall have no further responsibility for rating, billing, or collecting for such call. ANTC shall pay NYNEX for **such** call at the wholesale discount rate set forth in the Pricing Attachment as billed on the wholesale bill.

16.6.2 Calls on NYNEX Resold Lines Using Operator Services. The following procedures shall apply for Alternately Billed calls which are local calls or IntraLATA toll calls ~~carried~~ by NYNEX and originating or terminating over a NYNEX line (a) which has been resold by ANTC pursuant to the terms of this Agreement and (b) for which NYNEX is not providing operator and directory assistance services:

16.6.2.1 ANTC Originating Call Charged to NYNEX Customer. in the case of a call which originates from an ANTC Customer Resold Line and is charged to a NYNEX retail Customer within NYNEX New York Territory, ANTC shall record and **process** such call at its **OSPS** and rate such call for purposes of charging NYNEX's Customer and send such rated record to NYNEX in billable form for billing and collection purposes, at which point ANTC shall have no further responsibility for billing or ~~collecting~~ for such call. NYNEX shall pay ANTC for **such** call the billed amount less the billing and collection fee as specified in the Pricing Attachment. ANTC shall pay charges for Customized Routing on an ICB basis. Appropriate Reciprocal Compensation charges for terminating ~~to~~ a NYNEX line will apply pursuant to Section 7 of this Agreement.

16.6.2.2 NYNEX Originating Call charged to ANTC Customer. In the case of a call which originates from a NYNEX retail Customer within New York and is charged to an ANTC Customer Resold Line, NYNEX shall record and process such call and rate such call for purposes ~~of~~ charging ANTC's Customer. NYNEX shall send **such** rated record to ANTC in billable form for billing and collection purposes, at which point NYNEX shall have no further responsibility for billing or collecting for such call. ANTC shall pay NYNEX for such call the billed amount less the billing and collection fee specified in the Pricing Attachment.

16.6.2.3 ANTC Originating Call charged to Other Carrier. In the case of a call which originates ~~from~~ an ANTC Customer Resold Line which is charged to a customer of a third party telecommunications carrier providing services outside of NYNEX New York Territory, ANTC shall record and process **such** call. ANTC shall pay charges for Customized Routing on an ICB basis. Appropriate Reciprocal compensation charges for terminating to a NYNEX line will apply pursuant to Section 7 of this Agreement.

16.6.3 Calls Billed ~~to~~ NYNEX Resold Lines and Carried through CMDS and CATS. The following procedures shall apply for Alternately Billed

Calls which are local calls or intraLATA toll calls billed through the Centralized Message Distribution System ('CMDS') and originating or terminating over a third company's line and charged to a NYNW line which has been resold by ANTC pursuant to the terms of this Agreement.

16.6.3.1 Calls Camed through CMDS and CATS. For a call which originates and terminates outside of NYNW New York Territory and is charged to an ANTC Customer Resold Line, NYNEX shall provide to ANTC the information and charges with respect to such call received from the outof-region telecommunications carrier via the daily usage feed. NYNW shall have no further responsibility for rating, billing and collecting for such call. ANTC shall pay NYNW for such call an amount equal to the amount charged to NYNEX through the CATS settlement process by such out-of-region telecommunications carrier with respect to such call as billed on the wholesale bill and a Call Usage Detail Service charge in accordance with the Pricing Attachment

16.6.4 Administrative Matters

All other matters relating to the rating, billing, payment and transmission of records with respect to Alternately Billed Calls which are not set forth above, including, without limitation, the timing of payments and billings, the frequency of transmission of records and the eligibility of messages for billing, shall be governed by the other applicable provisions of this Agreement.

16.6.5 Other Alternate Billed Calls.

A NYNEX territory intraregion Alternate Billed Call clearinghouse will be used for settling Alternately Billed Calls for facility-based and unbundled Network Element purposes and, to the extent it can be implemented, for calls originating or charged to an ANTC Customer Resold Line (including NYNEX lines resold by third party carries within New York).

16.7 The terms and conditions of the NYS PSC 915 Tariff, as may be modified from time to time, shall govern and control the provisioning of Wholesale Services, except that the parties agree that Sections 6.5.2, 6.5.3, 6.5.4, 6.6.2, 16, 26.9, 32, 33, 40 and Attachment ADR of this Agreement shall control in the event of a conflict with the terms and conditions of the NYS PSC 915 Tariff. In addition, and except as provided in Section 26.9, the Parties further agree that all payment terms and billing disputes shall be governed by the terms and conditions of the NYS PSC 915 tariff, notwithstanding anything to the contrary set forth in Section 37.2, except that the Parties agree that any unresolved dispute shall be determined in accordance with the ADR provisions of this Agreement.